

Easement Language

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire apparatus access road in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement for the fire apparatus access road shall be kept free of obstructions in accordance with City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire apparatus access road in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

PUBLIC WAY

An officially approved, privately maintained street, constructed to City street standards, open to unrestricted and irrevocable public access, serving two (2) or more lots that provides the primary means of access and providing fire lane and utility easements.

LANDSCAPE EASEMENT

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the City may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any 'homeowners' association hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the City of Frisco, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.

VISIBILITY, ACCESS AND MAINTENANCE EASEMENT (VAM)

The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the City of Frisco (City), its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM Easement. The City shall have the right, but not the obligation, to maintain all landscaping within the VAM Easement. Should the City exercise this maintenance right it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, structure and/or fixtures. The City in its sole discretion may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the property owner(s). No building, fence, wall, screen, berm, sign, parking stall, drive aisle, driveway, hedge, shrub, tree or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City shall also have the right, but not the obligation, to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

STREET EASEMENT

The area or areas shown on the plat as "Street Easement" are hereby given and granted to the City of Frisco (City), its successors and assigns, as an easement to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain street and highway facilities, together with all appurtenances and incidental improvements, in, upon and across certain real property owned by Grantor. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried City utilities, and underground franchise utilities. Street Easements shall remain accessible at all times and shall be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the Street Easement. After doing any work in connection with the construction, operation or repair of the street and highway facilities, the City shall restore the surface of the Street Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Street Easement that were removed as a result of such work.

(FOR SMALL SUBDIVISION PLAT WHERE ADJACENT LOT OWNERS HAVE MAINTENANCE RESPONSIBILITY) **DRAINAGE EASEMENT**

THE STATE OF TEXAS §
COUNTY OF _____ § (Collin or Denton County as appropriate)
CITY OF FRISCO §

This plat is hereby adopted by the Owners and approved by the City of Frisco (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Drainage Easement" shall remain unimproved at all times and be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the said Drainage Easement. The area within the Drainage Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The City will not be responsible for the maintenance and operation of the Drainage Easement or for any damage to private property or person that results from the flow of water within the Drainage Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Drainage Easement unless approved by the Director of Engineering Services. Each property owner shall keep the portion of the Drainage Easement traversing or adjacent to his property clean and free of debris, silt, and any materials that would result in unsanitary conditions, or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the City of erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Drainage Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Drainage Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

DRAINAGE AND DETENTION EASEMENT
(ABOVE GROUND DETENTION)

THE STATE OF TEXAS §
COUNTY OF _____ § (Collin or Denton County as appropriate)
CITY OF FRISCO §

This plat is hereby adopted by the Owners and approved by the City of Frisco (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Drainage and Detention Easement" shall remain accessible at all times and shall be maintained by Owners of the lot or lots that are traversed by, or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Drainage and Detentions Easement or for any damage to private property or person that results from conditions within the Drainage and Detention Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any within the Drainage and Detention Easement, unless approved by the Director of Engineering Services. Each property owner shall keep the portion Drainage and Detention Easement traversing or adjacent to their property clean and free of debris, silt, and any materials which would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from failure of facilities within the Drainage and Detention Easement. The City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey, construct and maintain any drainage facility deemed necessary for drainage purposes. The minimum finished floor elevation for each lot shall be as shown on the plat.

DRAINAGE AND DETENTION EASEMENT
(UNDERGROUND DETENTION)

THE STATE OF TEXAS §
COUNTY OF _____ § (Collin or Denton County as appropriate)
CITY OF FRISCO §

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The area or areas shown on the plat is called "Drainage and Detention Easement shall remain accessible at all times and shall be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Drainage and Detention Easement or for any damage to private property or person that results from conditions within the Drainage and Detention Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type within the Drainage and Detention Easement, unless approved by the Director of Engineering Services. Each property owner shall keep the Drainage and Detention Easement traversing or adjacent to their property clean and free of debris, silt, and any materials that would result in unsanitary conditions or obstruct the flow of water, The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from the failure of facilities within the Drainage and Detention Easement. The City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or construct and maintain any drainage facility deemed necessary for drainage purposes.